

AGREEMENT BETWEEN
THE TOWN OF WATERTOWN
AND
WATERTOWN LIBRARY EMPLOYEES
LOCAL 2436, A.F.S.C.M.E., COUNCIL 93
JULY 1, 2004 - JUNE 30, 2005

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PREAMBLE

This Agreement entered into by and between the Town of Watertown, a Municipal corporation in Middlesex County, Massachusetts, acting through its Town Manager, hereinafter called "the Town," and the [Mass. Municipal Library employees,] Watertown Chapter, Local 2436, [Mass. State] Council 93, AFSCME, an incorporated association, its officers and members jointly and severally, hereinafter called "The Union."

Whereas, under Chapter 150E of the Mass. General Laws, municipal employees are given the right to bargain collectively; and

Whereas, the Municipal Employer desires to cooperate with its employees under the terms of said enabling legislation;

Now, therefore, in consideration of the mutual obligations contained herein, the parties agree as follows.

ARTICLE 1 RECOGNITION

Section A. Union Recognition

The Town recognizes the Union as the exclusive collective bargaining representative of all the employees as described in Section B (as certified by the Labor Relations Commission, Commonwealth of Massachusetts, in case number MCR-441), in respect to rates of pay, hours, and conditions of employment, and standards of productivity and performance.

Section B. Unit Composition

Included in the Bargaining Unit for the purposes of this Agreement shall be all permanent employees of the Watertown Free Public Library in the professional position of librarian and all permanent clerical employees, including all permanent part-time employees.

Excluded from the Unit are the Director of the Library, Assistant Director of the Library, all custodial and maintenance employees, all pages, all casual and/or emergency employees and all other employees of the Municipal Employer (including specifically temporary employees and the Confidential Secretary to the Director).

As used in this section the phrases:

"Permanent Employee" shall mean an employee retained in continuous employment on a full-time basis or on a regular part-time basis of not less than twenty (20) hours per week as may be averaged over the previous eight (8) week cycle, including an employee in probationary status pending appointment to permanent status.

"Continuous Employment" shall mean uninterrupted employment except for required military service and authorized legal holidays, vacation leaves, sick leaves, maternity leaves, and other authorized leaves of absence.

"Temporary Employee" shall mean an employee retained to fill a temporary position or to fill a full-time or regular part-time position for a period of less than fifty-two (52) calendar weeks in continuous employment.

"Temporary Position" shall mean a position in the Library Service which exists for a period of less than fifty-two (52) calendar weeks in continuous employment.

ARTICLE 2 NON-DISCRIMINATION

Discrimination and Coercion:

Neither the Town nor the Union, nor their respective duly-authorized agents, shall discriminate against employees in the exercise of the right to self-organization; to form, join or assist any employee organization; to bargain collectively through representatives of their own choosing on actions of wages, hours, and other conditions of employment; and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from actual interference, restraint or coercion, all in accordance with the provisions of said Chapter 150E. Except as otherwise expressly provided herein, the freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union, provided that such participation is other than during working hours and does not interfere with the employee's work.

The Union shall be responsible for representing the interest of all employees in classifications covered by this Agreement without discrimination and without regard to membership in the Union.

The Union agrees that neither it nor any of its officers or representatives will call, engage in, induce, encourage, instigate, authorize, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services by any employees of the Town of Watertown; nor shall any employee or employees in any employment covered under this Agreement engage in, induce or encourage any such strike, work stoppage, slowdown, or withholding of services.

Without in any manner limiting any rights of the Town either at law or created by agreement, the Town may terminate the employment of, or otherwise discipline, any employee who engages in, induces or encourages any such strike, work stoppage, slowdown, or withholding of services.

In its employment practices the Town and the Union agree to continue their policy of dealing with all persons without discrimination as regard to race, color, creed, national origin, age, sex, marital status, sexual orientation or disability.

ARTICLE 3

RESPONSIBLE UNION-TOWN RELATIONSHIP

Section A.

The Town and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this Agreement.

Compliance

The failure of either party to this Agreement to insist upon compliance with any of the terms or conditions of this Agreement upon any particular occasion shall not be construed to be a waiver by that party of its right to insist upon compliance in the future with such terms or condition.

Section B.

The parties acknowledge that this Agreement is entered into in order to promote harmonious relations between the Employer and the Union, to establish equitable and peaceful procedures for the prompt resolution of differences, to establish suitable salaries, hours of work, and other conditions of employment so as to encourage the improvement of the Library Service and retain the services of qualified and industrious employees of the Library.

Section C.

There will be no reprisals of any kind taken by the Employer, its officers, agents or representatives against any employee of the Library by reason of his or her membership in the Union or participation in its activities, or his or her assertion of any right hereunder.

Section D.

The Union may have three (3) members of its Negotiating Committee attend contract negotiation meetings with the Employer's representatives during working hours without loss of pay.

Section E.

Where the Director and Board of Trustees have discretion over particular employee-related decisions, that judgment call or consideration of circumstance shall be understood as confined to that particular episode and decision, and does not constitute a precedent-setting mode. Rather, the Director and Trustees retain the right to make decisions on a case-by-case basis in accordance with policy and this Agreement's guidelines.

ARTICLE 4 MANAGEMENT RIGHTS

Section A.

The Town is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Town under the General Laws or rules and regulations of the Commonwealth. The Town, its Town Manager, the Director of the Library and the Personnel Department reserve and retain those rights, powers, and duties it now has, may be granted or have conferred upon it by the General Laws of the Commonwealth. Except as specifically abridged or modified by a term of this Agreement, the exercise of the aforesaid Town's rights shall be final and binding and not subject to the grievance-arbitration provisions of this Agreement.

Section B.

The Union agrees that the Town has complete authority over the policies and administration of all departments in the Town and that it shall continue to take any action it deems appropriate in the management of said departments including but not necessarily limited to the right to direct employees; to hire, promote, transfer, and assign employees; and to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or other legitimate reason; to maintain the efficiency of the operations entrusted to them; and to determine the method, means, and personnel by which such operations are to be conducted; provided that such rights shall not be exercised in violation of other sections of this Agreement.

Section C.

The parties recognize that the Director of the Library, as the Chief Executive Officer of the Board of Library Trustees, shall continue to act as the administrator of Board policies and powers. Nothing herein contained shall be interpreted to limit or restrict the discretion and authority inherent in the office of the Director of the Library (except insofar as said powers may be expressly restricted by the terms of this Agreement).

ARTICLE 5 ROUNDTABLE DISCUSSIONS

The parties agree to meet twice per year at a roundtable including at a minimum the Library Director, the Union President and at least one other member of the Union. The purpose of the roundtable will be to foster open and honest communication. The roundtable may include more representatives on either side and may meet more frequently upon mutual agreement of both parties.

ARTICLE 6

DUES DEDUCTION AND AGENCY SERVICE FEE

Section A. Authorization for Dues Deductions

Upon receipt by the Employer of a signed voluntary authorization by an employee, the Employer agrees to deduct the initiation fee (if any) and monthly Union membership dues which may be duly levied by the Union from the pay of said employee and remit the aggregate amount to the Treasurer of the Union together with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the 10th day of the next succeeding month. An authorization may be revoked by the employee by sending a signed written notice thereof to the Town Auditor, such revocation to take effect sixty (60) days after receipt thereof. The Employer shall send a copy of the revocation to the Union.

Section B. Authorization for Payroll Deduction

Dues Deduction Authorization Form is Attached in "Appendix B"

Section C. Indemnification

The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other from of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with this Article.

ARTICLE 7

BULLETIN BOARDS

The Employer agrees to make space available to the Union on bulletin boards located in non-public areas in the Main Library and in each of the Branch Libraries for the purposes of posting routine Union notices, circulars and other materials relating to Union business. The Union agrees not to post any material containing derogatory language or criticisms of the Employer. All material must be approved for posting by an officer of the Union and a copy thereof should be furnished to the Director of the Library.

Section D. Agency Service Fee

An Agency Service Fee in accordance with the provisions of Massachusetts General Laws, Chapter 150E, shall be in effect for all Bargaining Unit employees as of January 1, 1980. All employees hired before that date shall be grandfathered.

Pursuant to the provisions of Chapter 150E, all employees in the Bargaining Unit shall, as a condition of employment, pay to the Union, the exclusive Bargaining Agent and Representative, an amount of money equal to that paid by other employees in the Bargaining Unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues as provided for by the Union Constitution. For existing employees such payment shall commence thirty-one (31) days following the date of their employment.

ARTICLE 8 VOLUNTEER POLICY

An employee shall not be replaced by a volunteer.

ARTICLE 9 GRIEVANCE PROCEDURE

Section A. Definitions

1. A "grievance" shall mean a complaint that there has been as to an employee a violation, misinterpretation or inequitable application of any of the provisions of this Agreement. As used in this article, the term "employee" shall also include a group of employees having the same grievance.
2. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
3. An "aggrieved person" is the person or persons making the claim.

Section B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate superior, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

Section C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The limits specified may, however, be extended by mutual agreement.

1. Level One.

An employee with a grievance will first discuss it with his or her immediate supervisor either directly or through a representative of the Union, with the objective of resolving the matter informally.

2. Level Two.

(a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, he or she may file the grievance in writing with the Director of the Library. The written grievance shall be filed with the Director within five (5) work days after the decision at Level One or within fifteen (15) work days after the grievance was first presented at the Level, whichever is sooner.

(b) The Director will represent the Employer at this level of the grievance procedure. Within ten (10) work days after the written grievance has been so filed, the Director will meet with the aggrieved persons in an effort to resolve it.

(c) If an employee does not file a grievance in writing with the Director within thirty (30) days after the employee knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will commence at Level Three of this procedure.

3. Level Three.

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within ten (10) work days after he or she has first met with the Director, he or she may file the grievance in writing with the Board of Library Trustees ("the Board"). The written grievance shall be filed with the Board within five (5) work days after the decision by the Director or fifteen (15) work days after he or she has first met with the Director, whichever is sooner. Within ten (10) work days after the written grievance has been so filed, a majority of the Board of Library Trustees or a subcommittee of the Board ("the Subcommittee") will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by a majority of the Board of Library Trustees.

4. Level Four.

(a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three, or if no decision has been rendered within ten (10) work days after he or she has first met with the full Board or the Subcommittee, he or she may within five (5) work days after a decision by the Board or within fifteen (15) work days after he or she has first met with the full Board or the Subcommittee, whichever is sooner, request in writing that the Union submit his or her grievance to arbitration. If the Union determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) work days after receipt of the request for arbitration made by the aggrieved person.

(b) Within ten (10) work days after such written notice of submission to arbitration, the full Board or the Subcommittee and the Union will agree upon a mutually acceptable

arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

(c) The parties will be bound by the rules and procedures of the American Arbitration Association.

(d) The arbitrator so selected will confer with the representatives of the Employer and the Union and hold hearings promptly and will be requested to issue his or her decision not later than twenty (20) work days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements are submitted to him or her. The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning and conclusion on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Employer and the Union and will be final and binding.

(e) The costs for the services of the arbitrator, including per diem expense, will be borne equally by the Employer and the Union.

Section D. Rights of Employees to Representation

1. No reprisals of any kind will be taken by the Employer or by any of its agents or representatives against any party in interest, any representative of the Union or any other participant in the grievance procedure by reason of such participation.

2. One Union officer shall be given a reasonable amount of time off with pay to investigate each separate grievance.

3. Any party in interest may be represented at all stages of the grievance procedure by a person of his or her own choosing. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

4. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4(c).

5. While both parties may maintain files of grievances and the dispositions thereof, the Employer shall not make any entry or file any paper in the personnel file of any employees involved in a grievance except as may be required to implement the disposition thereof.

6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be jointly prepared by the Library

Director and the Union and given appropriate distribution so as to facilitate operation of the grievance procedure.

7. Notwithstanding anything to the contrary, no dispute or controversy shall be a subject for arbitration unless it involves a grievance as defined in this Article, Section A, No. 1 of this Agreement; the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall arrive at his or her decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

8. Grievances involving disciplinary action which will or might result in monetary loss to the employee shall commence at Level Two of the Grievance Procedure.

ARTICLE 10 PROBATIONARY PERIODS

Section A. Original Appointments

All employees shall serve a six month probationary period during which such employees may be discharged at any time for any reason, or no reason, at the sole discretion of the employer. The Director may extend the probationary period if necessary.

Section B. Promotions

1. All promotions of employees of the Library in permanent status from one grade to a higher grade in the same class of positions or from one class of positions to a higher class of positions shall be subject to the following probationary periods:

Professional Positions, Three (3) months;
Clerical Positions, One (1) month.

2. In the case of an employee who is appointed to a permanent position in which he or she is then serving on a temporary basis (excluding vacation fill-in time) the probationary period shall commence as of the date he or she first assumes the duties of the position.

Section C. Definition

The probationary periods stated in this Article shall mean periods of full-time service or their equivalent in regular part-time service.

ARTICLE 11 TEMPORARY SERVICE IN A HIGHER POSITION

Section A.

Whenever a vacancy exists in any position in the Library Service and an employee in a lower grade and salary is assigned by the Board of Library Trustees to cover the vacancy

on a temporary basis, the employee so assigned shall receive the compensation of the higher-graded position's lowest step which involves an annual increase in pay of at least \$100 over employee's current salary, beginning with the thirtieth (30th) work day following the assignment retroactive to the first (1st) work day and continuing while performing satisfactorily in the higher grade until such temporary service is terminated.

Section B.

Section A, of this Article shall not apply to the assignment of a person to cover a higher position when the holder of the higher-graded position is absent on vacation leave but shall apply when the holder of such higher-graded position has resigned or is absent on sick leave or other authorized leave of absence.

Section C.

In the event the employee so serving in the higher graded position is appointed to that position, the probationary period shall commence as of the date he or she first assumed the duties of the higher graded position, as provided in Probationary Period Article, Section B.

ARTICLE 12 EMPLOYEE EVALUATION

Section A.

A performance evaluation of all employees of the Library shall be made at least annually by their supervisors. Employees will be given a written copy of their evaluation reports and will have the right to discuss such reports with their supervisors, including the Director of the Library. The Town will conduct evaluations in a confidential manner which will not be interrupted barring extreme circumstances. The evaluation reports shall then be entered in the employees' personnel files to become part of their permanent employment records.

If the Town decides to alter the system and/or forms used for evaluations, the Town will contact the Union for the Union's input.

Section B.

Employees shall have the right upon request and at reasonable times to review the contents of their personnel files except for materials of a confidential nature received at the time of their original appointments. An employee shall have the right to have a representative of the Union present during such review.

Section C.

No material derogatory to an employee's conduct, service, character or personality will be placed in his or her personnel file unless the employee has had an opportunity to review the material. The employee will acknowledge that he or she has had the opportunity to

review such material by affixing his or her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee will also have the right to submit a written answer to such material and his or her answer shall be reviewed by the Director and attached to the file copy.

ARTICLE 13 PAID HOLIDAYS

1. All employees covered by this Agreement shall be excused from all duty on the following legal holidays; New Year's Day, Martin Luther King Day, Washington's Birthday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. All permanent, full-time employees shall be entitled to these designated holidays without loss in pay. All permanent, part-time employees whose hours of work follow a regular weekly schedule of an average of twenty (20) hours or more, shall be entitled to receive leave without loss of pay in such proportion as their part-time service bears to full-time service in the Library.
2. If a holiday falls on the employee's regular day off duty, the employee, in lieu of such paid holiday, shall receive some other day off consistent with the public interest and convenience, without loss of pay.
3. If a holiday falls on one of the employee's vacation days, the employee shall receive an additional day of vacation or some other day off as aforesaid, without loss in pay.
4. When Christmas Eve falls on any day of the week, except Saturday, on which the Watertown Free Public Library ordinarily would be open in the morning, the Library will open from 9:00 a.m. to 12:00 p.m. All employees of the Library will be excused from all duty at 12 noon without loss of pay. When Christmas Eve falls on a Saturday, the Library will be closed. All permanent staff will work the normal number of hours from Monday through Friday.
5. On Thanksgiving Eve, the hours of operation of the Library shall be from 9:00 a.m. to 5:00 p.m. On New Year's Eve, the hours of operation of the Library will be from 9:00 a.m. to 5:00 p.m., except on Friday or Saturday when the regular hours of operation for that day are from 9:00 a.m. to 5:00 p.m. On Thanksgiving Eve and New Year's Eve, employees shall not have their schedule altered and shall be released at 5:00 p.m. without loss of pay.

ARTICLE 14 VACATION LEAVE

1. Each permanent, full-time employee with up to 25 years of continuous service accrues vacation time at the rate of 12 1/3 hours per month of completed service (148 hours or 4 weeks per year) up to a maximum accumulation of 5 weeks (185 hours). After 25 full years of continuous service, all permanent, full-time employees accrue vacation time at the rate of 15.4 hours per month of completed service (185 hours or 5 weeks total)

up to a maximum accumulation of 6 weeks (222 hours). Vacation leave earned shall be accumulated monthly and made available as it accrues. No accrual or accumulation is allowed beyond the stated maximums.

Note: For purposes of calculation, an employee who begins work before the 16th of the month is entitled to a full month's credit toward vacation; an employee who begins work on or after the 16th of the month does not receive vacation credit for that calendar month.

2. A new employee begins accruing vacation immediately, but no vacation may be taken until the Probationary period has been completed. Once this period is completed, the employee is eligible to use any vacation time accrued.

3. Vacation credit must be taken in increments of ½ hour with a minimum of three (3) hours taken at one time. However, if vacation credits drop below 3 hours, the employee may utilize those credits at one time, with approval of the Director. Such approval will not be unreasonably denied.

Employees are encouraged to take at least one week-long vacation. Employees who have more than 74 hours of vacation leave accrued shall be entitled to receive a two week summer vacation between June 15th and September 15th. In lieu of a summer vacation, an employee, with approval of the Director of the Library, may be granted a two (2) week vacation period at some other time during that calendar year.

4. A permanent, part-time employee whose hours follow a regular weekly schedule of an average of twenty (20) hours shall be entitled to receive vacation periods, without loss of pay, in such proportion as their part-time service bears to full-time service in the Library.

5. The Director of the Library shall grant vacation leave as prescribed above at such times during the calendar year as will best serve the public interest and convenience. No vacation requests will be unreasonably denied. Employees may indicate their preference for a summer vacation period by submitting a request in writing to the Director before May 15th. Preference for summer and Christmas vacation leave or any such leave requiring a deadline for submission, shall be given to employees on the basis of their years of service in the Library. Requests for other periods of vacation of one week or more should be submitted at least thirty (30) days prior to the proposed commencement of such vacation period, whenever possible, and will be granted on a first-come, first-served basis. In the event that leave requests for the same date(s) are requested from two or more members of the same department simultaneously, the preference shall be given to the employee with the longer term of service.

6. Requests for periods of vacation less than one week shall be submitted at least forty-eight (48) hours in advance of the requested leave. Exceptions may be made by the Director in consultation with the employee's Supervisors, or, in the case of a Supervisor, an exception may be made by the Director.

7. Vacation time does not accrue while an employee is on a leave of absence without pay, but the period of leave does not count as a break in service when calculating the amount of service required for extra vacation.

8. Upon termination of employment for any reason, an employee will be paid for any vacation accrued but not taken.

Note: For purposes of calculation, a person who ends work before the 16th of the month does not earn vacation credit for that month; a person who ends work on or after the 16th of the month is entitled to a full month's credit toward vacation.

ARTICLE 15 SICK LEAVE

Section A. Sick Leave

1. All permanent, full-time employees shall be entitled to receive sick leave with pay at the rate of one and one-fourth (1-1/4) (9.25 HOURS) working days for each month of service, not to exceed fifteen (15) working days (111 HOURS) for each year of service. Sick leave not used in any year may be accumulated from year to year, such accumulation not to exceed two hundred and forty (240) working days during the entire period of employment.

2. All permanent, part-time employees whose hours of work follow a regular weekly schedule of an average of twenty (20) hours or more shall be entitled to receive leave without loss of pay in such proportion as their part-time employment bears to full-time employment in the Library Service.

3. Requests for additional sick leave shall be referred by the Director to the Board of Library Trustees and the Board may extend the employee's paid sick leave, if, in their discretion, such extension is justified on the basis of extreme and extenuating circumstances.

4. An employee who is laid off or resigns from his or her position under conditions that are not discreditable to him or her, if re-employed within one (1) year, shall have available any unused sick leave credit existing at the time of said layoff or resignation. When an employee is transferred to another department of the Town, any unused sick leave which may have accumulated to his or her credit shall continue to be available for his or her use as necessary.

5. "Sick Leave" shall mean that period of time for which an employee is entitled to receive compensation while (a) unable to perform his or her duties because of illness or injury or (b) caring for a sick or injured member of the immediate family. ("Immediate family" shall mean spouse, child, parent, grandparent or sibling.) Sick leave allowed shall be limited to five (5) working days for each occurrence under section (b) above. Leave may be taken pursuant to Section (b) for the duration of this Agreement; if no objection is made during the term of this Agreement, said section shall continue in full force and effect.

6. When an employee finds it necessary to be absent from his or her duties because of illness or injury, the employee or his or her representative shall at once notify the Director of the Library, or the person designated by the Director, and no sick leave benefit shall accrue to an employee who fails to give such notice.

7. The Director of the Library may require the presentation of a doctor's certificate or report in connection with any claim for sick leave if the employee is absent from duty for more than two calendar days. However, if a pattern is noted, or abuse is suspected, the Library Director may require documentation from a treating physician.

8. Sick leave under this Article shall not apply in cases where injuries are sustained in the line of duty.

9. If an employee has received sick leave contrary to the provisions of this Article or through any misrepresentation made by him or her or by others in his or her behalf, he or she shall reimburse the Town in an amount equal to the sick leave pay so received.

10. The Director of the Library shall cause to be kept a uniform attendance record on such forms as shall be approved and audited by the Town Auditor, showing the amounts of sick leave accrued and granted. Upon request, the Director shall transmit such records to any member of the Board of Library Trustees, the Town Treasurer or the Town Auditor.

Section B. Unpaid Sick Leave

The Board of Library Trustees may grant periods of unpaid sick leave of up to six (6) months in cases where employees, due to long-term illness, have used all their available sick-leave credit and vacation-leave credit and after substantiation of the medical condition. Employees may request and the Trustees may grant up to an additional six (6) months upon substantiation of the medical condition.

Section C. Sick Leave Buy-Back

Upon his or her retirement or death, an employee covered by this Agreement shall be paid an amount equal to the value of twenty-five percent (25%) of his or her accumulated unused sick days, not to exceed sixty (60) days. Any employee hired on or after July 1, 1980 shall, upon retirement, receive twenty-five percent (25%) of his or her accumulated sick leave not to exceed twenty five hundred dollars (\$2,500).

ARTICLE 16 PERSONAL LEAVE

Section A. Personal Leave

Each full-time employee will be allowed to take three (3) personal days per year, subject to notice and approval by the Director or Assistant Director. (22.5 HOURS)

All permanent part-time employees, whose hours of work follow a regular schedule of an average of twenty (20) hours or more shall be entitled to receive personal leave, without loss of pay, in such proportion as their part-time service bears to full-time service in the Library.

Section B. Personal Leave Incentive

An employee who uses one or less sick days for the period January 1 through June 30 will receive a bonus personal day for good attendance (7.5 hours). An employee who uses one or less sick days for the period July 1 through December 31 will receive a bonus personal day for good attendance (7.5 hours).

A person using those additional personal days must use them within six months of the date from which they are credited.

ARTICLE 17 BEREAVEMENT LEAVE

1. In case of the death of a parent, step-parent, husband, wife, child, step-child, grandparent, grandchild, brother, sister, and significant other residing in the household of the employee, said employee will be granted a leave of absence from his or her duties, without loss of pay and without having any part of said employee's sick-leave benefit charged against his or her accumulated sick-leave time, from the day of death up to, but not beyond the fourth calendar day following the funeral of the deceased; but in no case shall said employee receive pay for absence of more than five days, except with the express approval of the Board of Library Trustees, and then only in cases of extreme emergency.

2. In case of the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, of any employee, he or she shall be granted a leave of absence of four days without loss of pay and without having any part of the employee's sick-leave benefit charged against his or her accumulated sick leave time; but in no case shall the employee receive pay for absence of more than four working days except with the express approval of the Board of Library Trustees and then only in cases of extreme emergency.

3. In case of the death of a brother-in-law, sister-in-law, nephew, niece, uncle or aunt of any employee, he or she shall be granted a leave of absence of one working day on the day of the funeral without loss of pay and without having any part of the employee's sick-leave benefit charged against his or her accumulated sick leave time; but in no case shall the employee receive pay for absence of more than one working day except with the

express approval of the Board of Library Trustees and then only in cases of extreme emergency.

4. In the event a death occurs while an employee is on vacation leave, the employee shall immediately notify the department head, who, at the request of the employee, will change said employee's status from vacation to bereavement leave. This provision will not operate to extend the employee's original period of absence. In the event an employee substitutes bereavement leave for vacation leave under these circumstances, said vacation leave shall be taken at a later date with the approval of the department head.

ARTICLE 18 COURT LEAVE

Employees who are called for jury duty or summoned as witnesses shall be granted court leave, without loss of pay. If the fees for jury duty or witness fees amount to less than the employee's regular rate of compensation, he or she shall be paid an amount equal to the difference between them. Notice of service shall be filed with the Director of the Library upon receipt of summons. When an employee has been granted court leave and is excused by proper court authority, he or she shall report back to his or her regular place of duty whenever the interruption in said court-related service will permit four or more consecutive hours of employment during the hours of his or her tour of duty

ARTICLE 19 FAMILY AND MEDICAL LEAVE & SMALL NECESSITIES LEAVE

Section A. Family Medical Leave

1. The Town and the Union will adhere to the Family Medical Leave Act (FMLA) of 1993 which entitles certain employees up to twelve weeks of leave for the arrival of a child; to care for a spouse, child or parent with a serious health condition; or for a serious health condition of the employee.

2. If the FMLA is abolished, the parties agree to meet to discuss the impact.

3. If a male employee does not qualify for FMLA benefits for the arrival of a child, he will be granted a paternity leave period not exceeding four (4) weeks without pay.

Section B. Small Necessities Leave

1. The Town and the Union will adhere to the Small Necessities Leave Act (SNLA) of 1998 which entitles certain employees up to 24 hours of unpaid leave during any 12 month period for the purpose of attending certain school activities or to accompany a child or elderly relative to a routine medical or dental appointment.

2. If the SNLA is abolished, the parties agree to meet to discuss the impact.

ARTICLE 20 MATERNITY LEAVE

Permanent female employees shall be granted a maternity leave period not exceeding six (6) months, without pay, subject to the terms and conditions set forth in M.G.L. Chapter 149, Section 105D. An employee who is on maternity leave shall notify the Director, in writing, at the end of twelve (12) weeks as to her intent to return to work at the termination of her leave. An employee may be allowed the use of sick leave during this absence for any period during which a physician certifies that the employee is physically incapable of performing her employment duties. Female employees who adopt a child under three years of age shall be included under this Section.

ARTICLE 21 GROUP INSURANCE

The Town and the employees shall contribute the same contribution rates to health insurance as those currently in effect for the duration of this agreement, unless otherwise agreed to by the Union and the employer.

The Union and the employer agree to bargain over any recommendations of the Insurance Advisory Committee, excepting contribution rates, unless otherwise agreed to by the Union and the employer.

ARTICLE 22 INSURANCE ADVISORY COMMITTEE

The Town will utilize an Insurance Advisory Committee (IAC) which will be comprised of representatives from the Town's Unions and appropriate members of management to review and discuss a number of insurance plans and benefits, which may include but are not limited to, a voluntary dental plan, cafeteria plans, deferred compensation plans, health insurance plans, etc.. The Union will designate an appropriate representative to serve on the IAC.

ARTICLE 23 UNPAID SICK LEAVE AND MATERNITY LEAVE GROUP INSURANCE

Group Insurance costs shall be paid by the Employer up to sixteen (16) weeks. After sixteen (16) weeks the employee shall pay back to the Employer within six (6) months one-half (1/2) of the costs of group insurance expended during the unpaid sick leave and/or maternity leave.

ARTICLE 24 LONGEVITY PAY

Longevity is a benefit which recognizes and rewards employees who have provided continuous service to the Town over an extended period of time without a break in service. For purposes of this contract, that period of time begins after an employee has completed four (4) years of permanent full-time or permanent part-time continuous service with the Town: a "break in service" is defined as a consecutive six (6)-month

period of time in which the person does no paid work for the Town, except as defined under the "Article I, Recognition" language regarding continuous employment.

Beginning with the 1st day of the 5th year of service through the last day of the 9th year of service	\$ 500
Beginning with the 1st day of the 10th year of service through the last day of the 14th year of service	\$ 1000
Beginning with the 1st day of the 15th year of service through the last day of the 19th year of service	\$1,300
Beginning with the 1st day of the 20th year of service through the last day of the 24th year of service	\$2,400
Beginning with the 1st day of the 25th year of service through the last day of the 29 th year of service	\$3,000
Beginning with the 1st day of the 30th year of service	\$3,300

After having completed four (4) years of permanent part-time service to the Town, permanent part-time employees who have continuously, without a break in service, worked an average twenty (20)-hour week or more, shall be entitled to receive longevity pay in such proportion as their part-time service bears to full-time employment.

No temporary-status person (as defined under Article I as a "temporary employee" or as in a "temporary position") is entitled to any credit toward the longevity benefit. An employee who had enjoyed longevity benefits but who takes on temporary status for longer than six (6) months of time in any given year or who leaves Town service and returns is considered to have "broken" permanent employment status and will no longer be entitled to longevity benefits.

Employees eligible for longevity pay shall be granted the entire longevity due them each fiscal year, including employees on approved leave. Longevity will be paid on a quarterly basis.

ARTICLE 25 ADVANCE STUDY AND TUITION REIMBURSEMENT

Approval to take courses under this Article is at the discretion of the Library Director. Only employees who have been employed by the library for at least one year may receive the benefit described in this article.

Section A.

At the discretion of the Board of Library Trustees any employee may be granted time off from his or her regular duties to take or continue to take courses of study in library science, or other library-related courses of study for the purpose of acquiring or of increasing his or her professional ability. The Board may also, at their discretion, grant not more than four (4) hours of leave with pay during each week such employee is actually taking said courses of study. Travel time to and from the school where such courses of study are taken shall be included in the said four (4) hours of leave with pay. An employee may be granted up to six (6) hours of leave with pay, per week, for a maximum of six (6) weeks in order to take or continue to take summer courses.

Section B.

An employee who has been granted leave with pay from his or her regular duties as aforesaid shall file with the Director a declaration of his or her intention to remain in the employ of the Library for a period of six (6) months following completion of said courses of study.

Section C.

An employee who has satisfactorily completed eight (8) to twelve (12) semester hours of study or an equivalent amount of course work which have been previously approved by the Director, may in the discretion of the Board of Library Trustees, be placed on the next higher step of the salary schedule for the class and grade of the employee's position, without loss to the employee of his or her eligibility to receive his or her next annual step-rate increment. In exercising their discretion hereunder, the Trustees shall consider whether the employee has actually increased his or her professional ability as a result of taking such courses of study.

The request for a step increase must be submitted in writing within two weeks of receiving a grade, but no later than 45 days after the completion of the eligible coursework. If an employee has not received a grade within 45 days, the employee shall contact the Library Director in order to cooperatively contact the school to obtain the grade, or the date the grade will be issued.

Section D.

The Town agrees to reimburse employees 50% of the tuition costs for job-related coursework, provided that such coursework was completed with a grade point of "B" or above.

ARTICLE 26 PROFESSIONAL MEETINGS

When an employee attends a professional meeting with the prior approval of the Director of the Library, such attendance shall be compensated as for time worked, as follows: If the professional meeting is held during the employee's regular working hours, the employee may attend without loss in pay; if held outside the employee's regular working hours, the employee shall be entitled to receive compensatory time off. An employee's request to attend a professional meeting must be made in writing to the Director at least two (2) weeks before the date thereof, and the Director's approval must likewise be in writing. The Director may waive the notice provision in unforeseen circumstances.

ARTICLE 27 HOURS OF WORK AND OVERTIME

Section A. Work Week

The regular work week for full-time employees shall be thirty-seven (37) hours scheduled in five (5) working days during any seven (7)-day payroll period. The regular work week shall include Saturday but not Sunday. An employee scheduled to work a full working day shall be allowed an unpaid duty-free lunch period, and a fifteen (15)-minute rest period during each one-half (1/2) day. To the extent practicable, the rest period should be scheduled in the middle of said one-half (1/2) work day. If a full-time employee is required to work in excess of thirty-seven (37) hours in a regular work week he shall be granted compensatory time off at a time to be determined at the discretion of the Director, such time off not to be unreasonably withheld.

Section B. Overtime

If a full time non-exempt employee is asked to work additional shifts beyond the scheduled thirty-seven (37) hour week, management may offer either overtime pay at the regular rate of pay up to 40 hours and thereafter a rate of time and a half, or compensatory time off at a time to be determined at the discretion of the Director, such time not to be unreasonably withheld. All overtime must be pre-approved by the Director. If a full-time employee, after completing his or her regularly scheduled thirty-seven (37)-hour week, works on the following Sunday, the employee shall be compensated at the rate of one and one-half (1-1/2) times his or her regular rate for such Sunday employment. A permanent part-time employee is not entitled to receive overtime compensation for work performed on a Sunday. To the extent practicable, Sunday assignments shall be made on a voluntary basis.

Section C. Saturday Duty

Saturday scheduling shall be assigned as equitably as possible among the public-service staff.

Section D. Split Working Days

No employee shall be required to work a split working day as part of his or her normally scheduled work week.

Section E. Shifts

Permanent shifts are defined as three or four consecutive hours except as otherwise defined in this Article. The Director may schedule permanent variations from this norm if s/he a) determines that it works to the benefit of the library, b) has given two (2) weeks notice to the Union, and c) has given due consideration to the convenience of the employee(s) involved.

Nothing in this Article shall be construed so as to require the Director to convert those positions that are currently scheduled as other than three or four hour shifts (e.g. five or six hour shifts) to three or four hour shifts at any time.

Finally, nothing in this Article shall be construed to as to prevent the parties from agreeing upon a variety of flexible shift arrangements.

Section F. Schedule Changes

Notice of the Fall schedule shall be given in writing to Department Heads, who will require all union members to sign a register indicating receipt of the Fall schedule. In the case of circulation, the clerical supervisor will present the Fall schedule. Notice of other schedule changes shall be given to Union members and the Union no later than thirty (30) calendar days prior to implementation. However, the parties may agree to waive the thirty (30) calendar day notice.

Section G. Available Hours

Permanent part-time employees shall be offered available hours, with the right of refusal before any temporary employee is offered the same.

ARTICLE 28 GENERAL LAW COMPLIANCE

Section A.

Except as provided in Section B of this Article, all existing provisions of the Town Ordinances relating to the hours, wages and conditions of employment of the employees covered by this Agreement, whether or not such provisions are referred to in any Article hereof, are to remain in full force and effect during the term of this Agreement.

Section B.

In the event that any of the aforesaid Town Ordinances are amended so as to provide more favorable hours, wages, or conditions of employment for such employees, then it is agreed and understood that this Agreement is to be reopened for the limited purpose of incorporated such new provisions in the Agreement.

Section C.

In the event that any part of provision of this Agreement is in conflict with any law, such law shall prevail so long as such conflict remains, but all other parts and provisions of this Agreement will remain in full force and effect.

Section D.

The Employer and the Union agree that each has had a right to bargain for any provision that it wished in this Agreement. Except as provided in Section B, each expressly waives

the right to reopen the contract for any further demands or proposals, and that the present Agreement constitutes a complete contract on all matters and that if other proposals have been made, the same have been withdrawn in consideration of this Agreement.

Section E.

If funds are necessary to implement this Agreement, a request for the necessary appropriation shall be submitted to the Town Council by the Employer. If such request is rejected, the matter will be returned to the parties for further bargaining. (See M.G.L. Chapter 149, Section 1781.)

ARTICLE 29 GENERAL SAFETY

The town will provide a safe and healthy workplace. It is expressly understood that employees have the responsibility to follow safety precautions. The union will designate two members as its safety representatives who may bring issues to the Director on a quarterly basis, or as needed.

ARTICLE 30 TRANSPORTATION EXPENSE

Employees traveling on Library business authorized by the Director shall be reimbursed in accordance with the following schedule:

- A. Public transportation: reimbursed in full.
- B. Private auto: reimbursed at \$.315 per mile.
- C. Mode of transportation to be used will be subject to prior approval of the Director.

A voucher shall be signed by the employee and submitted to the Library Director for payment authorization. Transportation expenses to and from conferences and meetings are excluded from this Article.

ARTICLE 31 VACANCIES AND JOB POSTINGS

Section A.

Sufficient notice shall be given when resigning or retiring. In the case of professional staff, notice shall be four (4) weeks, and in the case of clerical staff, notice shall be two (2) weeks.

Section B.

When a position becomes vacant, notification shall be posted on staff bulletin boards and distributed to each contractual individual on the staff in all agencies at least three (3) working days, excluding weekends, prior to being advertised inviting applications from qualified candidates. Job descriptions and specifications for posted positions shall be made available to all interested applicants in the Director's office. The Library is an equal-opportunity employer and does not discriminate for reasons of sex, age, religion, race, national origin, sexual orientation or disability.

The Board of Trustees fills vacancies on the staff either by promotion from within the library or by appointment from without. The Board recognizes that promotion from within is a valuable stimulus to professional growth, while appointment from without tends to introduce new ideas and may be necessary or desirable for the good of the library. When possible, therefore, the Library will fill vacancies on the staff by promotion or transfer within the system if candidates with the necessary qualifications and potential for growth are available. It is understood that each present staff member, in being considered for promotion, will be competing for the position not only with his or her colleagues but with candidates from outside the staff.

When a vacancy occurs in a funded permanent position, the Library Administration shall, before filling the vacancy, make a determination as to whether to retain the position as a full-time or a permanent part-time position, to abolish the position, or to reclassify the position. If by Trustee vote, a funded position is to be retained, the position shall be posted. If by Trustee vote a funded position is to be abolished, reclassified, or reduced from a permanent position to a part-time position, the Union shall be notified.

ARTICLE 32 SENIORITY

1. "Seniority" shall mean length of continuous service computed from the date of original employment. Probationary periods, temporary service in a higher position, authorized leave(s) of absence and changes within classifications shall be included in computing an employee's length of service. Authorized leaves of absence shall not be used in computing longevity.

2. If a reduction in force should occur, part-time and temporary employees, except pages, who are not members of the collective bargaining unit shall be laid off before any permanent part-time or full-time employee.

3. The reduction in force of permanent employees shall be accomplished wherever possible through attrition within the department.

4. If reduction in force becomes necessary, it will be accomplished by assessment of an employee's length of service, abilities and evaluations within the clerical and professional classifications.

Length of service will be the most important factor in reaching a reduction-in-force decision. In the recall of employees it is understood that the last employee laid off within a classification shall be the first employee re-hired if qualified for the opening.

5. An employee whose position is abolished as a result of a reduction in force will be given an opportunity to return to a previously held position in a lower classification.

6. The Union shall be notified in writing as soon as the Employer decides that layoffs will occur. The Union shall be given the names of all employees who are scheduled to be laid off, the dates they were hired, and the date the layoffs are scheduled to take effect.

ARTICLE 33 SALARIES

The salary schedule of all persons covered by this agreement as set forth in Appendix "A" which is also incorporated into this contract and made a part hereof. Employees who have resigned or retired after June 30, 1997 shall be paid the net increase in their salaries from July 1, 1997 to the date of retirement or resignation.

Cost of Living Adjustments are as follows:

Effective January 1, 2004 – 2% across the board increase

Effective January 1, 2004 – Drop bottom two steps and add two steps.

Effective July 1, 2004 – 1.5% across the board base wage increase

Effective January 1, 2005 – 1.5% across the board base wage increase

ARTICLE 34 STEP INCREASES

Section A.

1. The anniversary date for all current employees for the purpose of step increases will be July 1st of a given year.

2. Employees promoted or hired after July 1, 1995 are subject to the following anniversary date schedule for the purpose of step increases:

3. All employees hired or promoted between July 1 and December 31 of a fiscal year shall have July 1 of the very next fiscal year as an anniversary date.

4. All employees hired or promoted between January 1 and June 30 of a fiscal year shall have July 1 of the fiscal year following the next fiscal year.

Section B.

Employees who receive a less than satisfactory overall rating in their annual performance appraisal shall have their step increase, which is due in July of each year, delayed for six months at which time it will be a) granted if performance is brought up to a satisfactory rating, or b) denied if performance remains below satisfactory.

Section C.

Training will be provided for all supervisors in the area of performance appraisal.

Section D.

For the life of this agreement (7/1/97-6/30/00), Section B applies only to those employees eligible to reach steps 7 through 10 as of 7/1/99. Section B will apply to all step increases in future agreements.

For the life of this agreement (7/1/97-6/30/00), the denial of a step increase may be appealed to a committee to be made up of the Union President or his/her designee and the Personnel Director or his/her designee. The decision of the committee is final and is not subject to further appeal or a grievance or arbitration.

ARTICLE 35 VDT/CRT PROTECTION

Pregnant employees shall not be required to operate a computer. Alternate work shall be provided without loss of pay.

ARTICLE 36 WEATHER

When the temperature in an indoor work area reaches 86F or drops to less than 62F, affected employees shall either be relocated or allowed to leave, at the employer's option, without loss of pay. However, in those instances where a temperature lower than 62F or higher than 86F occurs at the opening of business, neither of the actions mentioned above will be taken for 60 minutes from the start of the business day to allow the Library to correct the problem causing the low or high temperatures.

ARTICLE 37 IN SERVICE TRAINING

One (1) in-service training day shall be scheduled each year. The library will be closed for the day and all staff will be required to attend unless his or her absence is approved by the Director of the Library. The day is to be used to train the staff in new policies, procedures and technologies and/or for staff education or communication. This day will be scheduled in advance of the new fiscal year so all employees and the public will have sufficient notice.

The parties recognize the importance of and need for ongoing training, including but not limited to training in new technologies, and upon request of a staff member, off-desk training for new technologies will be provided in a timely fashion.

ARTICLE 38 WORKERS' COMPENSATION

While an employee is out on Workers' compensation he/she may use accumulated sick time to make up the difference between the employee's regular pay and Workers'

Compensation benefits. This provision is subject to reasonable procedures as developed by the Town.

ARTICLE 39

POSITION REVIEW

In accordance with the provision of Chapter 30B, the Town will conduct a study of both positions paid at the LCS level and implement any changes found to be necessary.

ARTICLE 40

DURATION

This Agreement shall continue in full force and effect from July 1, 2003 up to and including June 30, 2005 at which time it will terminate. The parties also hereby agree to commence negotiations for a successor to the instant Agreement at a time that is mutually agreeable to both sides. In order to expedite such negotiations, each party agrees that not later than December 28, 2004, it will notify the other party hereunto of the alterations, modifications and amendments it desires to discuss with respect to the subject matter of any or all of the articles of agreement and of its proposals with respect to each new matter, and the negotiations shall be limited to the terms specified in such notice. If a successor agreement has not been executed by June 30, 2005, this agreement shall remain in force and effect until a successor agreement is executed.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals

TOWN OF WATERTOWN

Michael J. Driscoll
Michael J. Driscoll, Town Manager

11/3/07

Date

LIBRARY BOARD OF TRUSTEES

Lucia H. Mastrogiovanni
Chairman

Raya Stern

Germaine V. LeBlanc

Ann F. Bloom

12/5/06

A.F.S.C.M.E. LOCAL #2436

Carey C. Conboy, Pres.

Edward J. Keefe Council 93

11/9/06

APPROVED TO FORM

Joseph G. Davis 12/21/06
Town Attorney

STEP	2.00%
BASE	522.87
HRSWK	37
	July. 1, 2004 = 1.5%

NOTE: WEEKLY PAY DRIVES THE SALARY. ANNUAL PAY IS REFLECTED AT 52.2 WEEKS FOR THE PURPOSES OF PRESENTATION.

ANNUAL PAY FOR FY05 WOULD BE CALCULATED ON 52.2 WEEKS

CALCULATIONS		IF 52.4 WKS
	FY05 BASE	
GRADE 1	\$ 530.71	\$27,819.82
GRADE 2	\$ 583.78	\$30,590.07
GRADE 3	\$ 700.54	\$36,708.30
GRADE 4	\$ 840.65	\$44,050.06

**APPENDIX B
DUES DEDUCTION AUTHORIZATION FORM**

The following form of authorization for dues deduction shall be used:

BY

Last Name

First Name

Middle Name

TO

Employer

Department

Effective

Date

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, and, once each month, an amount duly established by the Union as dues. The amount deducted shall be paid to the Treasurer of the Union.

The authorization shall continue for a period of one (1) year from the date or until the termination of this Agreement (whichever occurs first) and shall be automatically renewed for successive periods of one (1) year unless written notice of revocation is given by me to you in writing, upon the receipt whereof this authorization shall expire sixty (60) days thereafter.

Signature